

09-06

AGREEMENT

Between:

Jersey City, City of
CITY OF JERSEY CITY,
HUDSON COUNTY, NEW JERSEY

and

JERSEY CITY FIRE OFFICERS ASSOCIATION
LOCAL 1064, IAFF, AFL-CIO

41

X January 1, 1980 through June 30, 1982

3-0297

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PREAMBLE

The AGREEMENT entered into this day of 1980 by and between the CITY OF JERSEY CITY, (hereinafter referred to as the "City"), in the County of Hudson, New Jersey, a Municipal Corporation of the State of New Jersey, and JERSEY CITY FIRE OFFICERS ASSOCIATION, LOCAL 1064, IAFF, AFL-CIO, (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the City and the Association. The terms "Fire Officer" and "Employee" shall be used interchangeably in this Agreement and the term "male" shall refer to male and female as well. In addition, the term "Association" and "Union" shall be used interchangeably in the Agreement.

WITNESSETH.

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the Association to the end that continuous and efficient services will be rendered to and by both parties for the benefit of both;

NOW THEREFORE it is agreed as follows:

ARTICLE I UNION RECOGNITION

The City hereby recognizes the Union as the sole and exclusive representative of all uniformed employees above the rank of Fire Fighter, of the Division of Fire, for the purposes of bargaining with respect to hours, wages and other terms and conditions of employment under Chapter 303 of the laws of 1968.

ARTICLE II MAINTENANCE OF STANDARDS, HIGHEST MINIMUM STANDARDS

A. All conditions of employment relating to employment, hours of work and general working conditions presently in effect which are department-wide (universal) in nature shall be maintained, except as qualified, modified, expanded or decreased by this Agreement.

ARTICLE III UNION PRIVILEGES

A. Authorized representatives of the Union, not to exceed three (3) at one time, shall be allowed to visit the Fire Headquarters, fire stations, training school and Director of Fire and Safety Service's Office for the purpose of ascertaining whether or not this Agreement is being violated. This right shall be exercised reasonably. Upon entering the premises, the authorized representative(s) shall notify the Department Head, or in his absence, his authorized representative. He shall not interfere with normal conduct of work within the Department.

B. The President of the Association, or in his absence his designee, shall be assigned to special duty day tour, and except in emergencies, shall be entitled to administer and enforce the provisions of this agreement.

C. Fire Officers (not to exceed seven (7), who are elected officers, delegates, trustees and/or alternatives of the Union, shall be granted time off to attend conventions that are authorized by state law, providing department operations are not impeded by the granting of such request. In addition to the foregoing, Fire Officers (not to exceed four (4) who are elected officers, delegates, trustees and/or alternatives of the Association, upon approval of the Director of Fire and Safety Services, or his designee, be given time off to attend Seminars which, in the discretion of the Director of Fire and Safety Services are of value to the Department or the Association. The request shall not be arbitrarily or unreasonably denied.

D. Two (2) members of the Union shall be granted time off to attend State Legislative sessions, when bills affecting the welfare of the Union are on the agenda.

E. The negotiating committee of the Union, not to exceed six (6) men in number, shall be excused from regular duty to attend such negotiating sessions as are mutually scheduled by the parties to occur during the normal work time of any members of said Association negotiating committee, and shall suffer no loss of regular pay thereby.

F. The Association shall be provided with bulletin boards in each station or facility and department headquarters, for the posting of Association notices or other appropriate materials. Such boards shall be identified with the name of the Association and the Association may designate persons responsible thereof. A copy of all such notices of other materials shall at the time of its posting be sent to the Directors of Fire and Safety Services or his designee, and he shall retain the right to have such notices of other materials removed, which are detrimental to the good order of the Department.

ARTICLE IV EXTRA CONTRACT AGREEMENTS

A. The City agrees not to enter into any other Agreement or contract with its employees, as defined in Article I, Section A, covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE V LEAVE OF ABSENCE

A. A leave of absence without pay may be granted to any permanent Fire Officer who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

B. Any Fire Officer on Leave of Absence shall have his/her vacation, compensatory time off, and holiday pay prorated to reflect the period of time off during the leave.

ARTICLE VI DUES CHECK OFF

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (e), as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15) of each month following the monthly pay period in which deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the City Comptroller provided that any authorization cards pre-

viously furnished to the City shall be relied upon for check-off purposes. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards submitted by the Union to the City.

D. Pursuant to Chapter 295 of the laws of 1977, the City will not deduct dues from the salaries of any employees in the negotiating unit for an organization other than the Union. Further, the City agrees to terminate all existing dues deductions from unit members for organization other than the Union on the July 1 following a request to do so by the Union.

ARTICLE VII MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE VIII RULES CHANGES

A. Proposed new rules or modifications of existing rules governing working conditions which are discussed in this Agreement or which are referred to in this Agreement as being Department wide (universal) in nature shall be negotiated with the duly authorized representatives of the Union before they are established.

ARTICLE IX

- A. The normal work week for line Fire Officer shall consist of 42 hours per week based on a four (4) platoon system; shifts consisting of ten hours during the day tour (8:00 a.m. to 6:00 p.m.) and a fourteen hour night tour (6:00 p.m. to 8:00 a.m.) over an eight week cycle.
- B. The normal work week for specially assigned detail Fire Officers shall consist of a 35 hour week, based on a seven (7) hour day tour between the hours of 8:00 a.m. and 4:00 p.m.

- C. The normal work week for Fire Officers assigned as Communications Officers, with the exception of the Officer in charge of Communications (who shall be considered on special assignment), shall consist of 33.6 hours per week.

- D. All Fire Officers shall be paid at the rate of time and one-half (1½) for the last two hours worked of their normal work week, or a total of one (1) additional hour's compensation, at the rate determined by dividing their annual salary by fifty two (52) times the number of hours in their normal work week.

- E. All Fire Officers shall be compensated at the rate of time and one-half (1½) the regular straight time rates for overtime worked in excess of their normal day or night tour:
- 1. For the purpose of this Article, any part of one hour shall be considered a full hour, and shall continue to be administered as per present practice.

- 2. Fire Officers are not to be considered relieved from duty until fifteen (15) minutes after they return to quarters.
- 3. In addition to subsection 2 above, all Fire Officers shall be accorded fifteen (15) minutes to prepare reports, with the exception of the incident report and journal entries after they return to quarters.

F. Recall: If a Fire Officer is recalled to duty, he shall receive a minimum guarantee of five (5) hours of overtime at time and one-half (1½) the regular straight time rate.

G. An accurate record shall be kept of all overtime worked by Fire Officers and submitted through proper channels.

H. Mutual Aid: Where Mutual Aid mandates recall of Fire Fighters, the City shall recall one (1) officer, a Captain or a Lieutenant to be alternately called for every five (5) Fire Fighters recalled plus a minimum of one (1) Battalion Chief and one (1) Deputy Chief when twenty-five (25) or more Fire Fighters are recalled.

I. All overtime shall be paid monthly for the preceding period (i.e., January in March, February in April, etc.). If the City develops the capacity to pay this sooner, it shall do so.

J. All Fire Officers shall be paid a minimum of three hours (3) at time and one-half (1½) their regular hourly rate for court appearances when this service is performed on other than their normal scheduled tour of duty.

K. Effective January 1, 1982, all Fire Officers working between the hours of 1600 and 0800 shall receive in addition to their normal wages, a night differential of fifteen cents (15) per hour.

L. Blood Donor - A Fire Officer who donates blood shall be entitled to 48 hours off. This shall not include a donation to the Jersey City Fire Department Blood Bank.

ARTICLE XI LONGEVITY

A. In addition to the base salaries due to members of the bargaining unit as set forth elsewhere in this Agreement, employees are entitled to the following longevity payments:

After 5 years of service - two percent (2%) of base salary
After 10 years of service - four percent (4%) of base salary
After 15 years of service - six percent (6%) of base salary
After 20 years of service - eight percent (8%) of base salary
After 22 years of service - ten percent (10%) of base salary

ARTICLE XII VACATIONS

A. Annual vacations shall be granted to all Fire Officers, with the exception of Fire Communication Officers, in accordance with the following schedule:

1. One (1) year of service to end of five (5) years
of service 25 working days
2. Five (5) years of service, and over 30 working days

B. Vacation time for both years of the contract shall be in compliance with the schedule appended to the Agreement (Schedule to be worked out). It is understood that all chief officers with permanent line assignments shall pick by Division and Battalion as per past practice. For the off season vacation periods, all officers will pick within their ranks. The negotiating committee and the Director of Public Safety and Fire Services shall meet to arrange a mutually satisfactory procedure with respect to vacation picks for the summer for Captains and Lieutenants.

C. On January 1, vacation time of each employee for the ensuing year becomes vested.

ARTICLE X SALARIES AND ECONOMIC BENEFITS

A. **BASE SALARIES:** Base Salaries for employees shall be as follows:

DATE:	1-1-80	5-5-80	1-1-81	5-4-81	1-1-82
FIRE LIEUTENANT	\$21,469	\$22,105	\$23,400	\$24,095	\$25,420
FIRE CAPTAIN	\$23,692	\$24,394	\$25,824	\$26,589	\$28,052
BATTALION CHIEF	\$25,915	\$26,683	\$28,247	\$29,084	\$30,684
SUPERVISOR OF APPARATUS	\$25,915	\$26,683	\$28,247	\$29,084	\$30,684
DEPUTY CHIEF	\$30,361	\$31,261	\$33,093	\$34,075	\$35,949
CHIEF OF FIRE PREVENTION	\$30,361	\$31,261	\$33,093	\$34,075	\$35,949
CHIEF OF FIRE	\$32,584	\$33,550	\$35,516	\$36,570	\$38,581

D. Annual vacation for Fire Communications Officers shall be adjusted to conform as closely as possible to equal the number of calendar days granted all Fire Officers.

ARTICLE XIII **INJURED - SICK LEAVE**

A. If a member of the Fire Department is incapacitated and unable to work because of an injury sustained in the performance of his fire duty, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, not to exceed one (1) year, as determined by the Director of the Division of Medical Services and the Director of Fire and Safety Services. The granting of such sick leave shall not be unreasonably or arbitrarily withheld.

B. A Fire Officer shall be granted sick leave without loss of pay up to one (1) year for each illness, pursuant to N.J.S.A. 40A:14-16 as determined by the Director of the Division of Medical Services and the Director of Fire and Safety Services. The granting of such sick leave shall not be unreasonably or arbitrarily withheld.

C. Personnel suffering from heart and lung diseases, along with those with Jersey City Fire Department job connected disabilities will not be placed before the Pension Board for such disability-related severance except upon their own request.

ARTICLE XIV **INSURANCE**

A. The City shall continue to provide the liability insurance coverage it presently maintains, including coverage on personal vehicle used on recalls. The City shall make known to the Union the amount and extent of coverage. The Union shall familiarize itself and its members of its contents.

B. The City shall supply to Fire Officers all necessary legal advice and counsel in the defense of or settlement of claims or personal injury, death or property damage arising out of or in the course of their employment and the City shall pay and satisfy all judgments against Fire Officers from such claims.

C. Hospitalization - The Fire Officer shall receive fully paid Blue Cross, Blue Shield and Major Medical with Rider "J", coverage equivalent to the State Health Benefit Plan, to cover themselves and their dependents (family). Retired employees shall receive health insurance as provided by statute.

D. Life Insurance - The City will provide for life insurance in the amount of \$5,000.00, and in addition, an Accidental Death and Dismemberment Insurance in the amount of \$5,000.00 for each Fire Officer and it is the intention of the City to provide the Fire Officers with a \$2,000.00 life insurance policy upon regular retirement at the retiree's own cost.

E. The benefits and protections of N.J.S.A. 40A:14-26, as amended, are to be afforded Fire Officers as if set forth in full herein.

F. Qualified Fire Officers shall receive continued health insurance coverage paid for by the city their retirement, as provided by City Ordinance.

G. Supplemental Benefit Plan

1. Effective January 1, 1980, the City shall provide the Local Union with the sum of Three Hundred Thirty Six Dollars (\$336) pro-rated over a period of twelve (12) months or Twenty-eight (\$28) Dollars per month for each Fire Officer on the payroll on the first day of that month, which amount shall be used for a supplemental benefit plan.

2. Effective July 1, 1980, the City shall increase the amount it provides to the supplemental benefit plan by Two

Hundred Forty Dollars (\$240) to a total of Five Hundred Seventy-six Dollars (\$376) pro-rated over a twelve (12) month period or Forty-eight (\$48) Dollars per month for each Fire Officer on the payroll on the first day of that month. which amount shall be used for a supplemental benefit.

3. Effective January 1, 1981, the City shall increase the amount it provides the Local Union to the supplemental benefit plan by One Hundred Dollars (\$100) to a total of Six Hundred Seventy-six Dollars (\$676) pro-rated over a twelve (12) month period or Fifty-six Dollars and Thirty three cents (\$56.33) per month for each Fire Officer on the payroll on the first day of that month, which amount shall be used for a supplemental benefit plan.

H. Smoke Inhalation - In any smoke inhalation case affecting an Officer within the unit, such Officer shall be taken out of service and given a complete examination. In all cases where chest pains are reported by an Officer, such Officer shall immediately be taken out of service and provided with a complete and thorough examination at the expense of the City to assure the health and safety of such Officer.

ARTICLE XV EXCHANGE OF DAYS OFF

A. A mutual exchange of duty between two (2) Fire Officers shall be granted upon written application to the Deputy Chief (or in the case of Deputy Chiefs, the Chief concerned), provided all other requirements of this Article are complied with. All pertinent information relating to the time requested and the date of repayment of such time shall be contained in the original application, signed by both parties. All repayment of time shall be carried out by the principals involved. If the date of repayment is unknown to the parties at the time of request, it may remain blank. However, at least two (2) weeks prior to the repayment taking place, the parties shall file a notice of date of repayment with the Deputy Chief, (or where applicable as above, the Chief).

B. A minimum of ten (10) hours notification shall be required by the Deputy Chief (or where applicable as above, the Chief). In case of extreme emergency, the Deputy Chief on duty may waive the ten (10) hour notification.

C. Fire Officers making such exchange must have equal qualifications to serve in each other's place, and be of equal rank. Exchanges of tours or parts of tour shall be for tours or parts of tours of equal length, that is, day tours or parts thereof may be exchanged for day tours or parts thereof, and night tours or parts thereof may be exchanged for night tours or parts thereof. Such exchanges shall neither be requested nor granted for any period of time during which either Fire Officer involved in the exchange is scheduled for formal training. A partial swap shall count as a full swap for purpose of this Article.

D. No Fire Officer may be involved in more than four (4) exchanges in eight (8) cycles, and shall pay back the time within one (1) year. A swap and payback shall be considered as one "exchange" for the purpose of this Article.

ARTICLE XVI HOLIDAYS

A. All Fire Officers shall receive a total of Fourteen (14) holidays in each of the two and one half (2 1/2) years of the agreement, eight (8) of which shall be given as compensatory time and six (6) to be given on a cash basis based upon an 8.4 day at regular hourly rates.

B. In addition to the above referred to holidays, any day that is declared a holiday by the Mayor or Council of the City of Jersey City shall be deemed a holiday (compensatory day off).

C. Compensatory time shall be granted until the minimum on-duty strength has been reached. Thereafter, if

necessary, additional officers shall be granted compensatory time and replaced by over-time personnel as per the following schedule: one (1) Deputy Chief, one (1) Battalion Chief, and four (4) Company Officers citywide by tour, shall be given compensatory days off during summer vacation periods in any one year if the department is operating below minimum strength, and one (1) Deputy Chief, two (2) Battalion Chiefs and eight (8) Company Officers citywide by tour, shall be given compensatory days off at other times, in any one year of the department if operating below minimum strength. These limitations on compensatory time officers, when the department is below minimum strength, shall not apply on the following holidays set forth below:

Thanksgiving Day and Night, Easter Day and Night, Christmas Eve, Christmas Day and Night, New Year's Eve, and New Year's Day.

D. The draw system shall be used in granting compensatory days off on holidays and the evenings before the holidays. Section E shall not apply to Section F.

E. Overtime granted to compensate for compensatory time below minimum manpower strength shall be drawn only from members who are on forty-eight (48) or seventy-two (72) hour leave. No member shall work more than twenty-four (24) hours continuous duty for the purpose of this section, except in cases of emergency.

F. Compensatory time off may be cancelled by the Fire Chief under emergency conditions. An emergency shall mean a situation that neither the employer nor the employee has control over, i.e., an act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

G. Paid Holidays - All Fire Officers shall receive their six (6) paid holidays in the first paycheck in the month of December.

ARTICLE XVII CLOTHING ALLOWANCE

A. Effective January 1, 1980, all Fire Officers shall receive three hundred fifty dollars (\$350) per year in each year of the contract for clothing allowance; one hundred seventy-five (\$175) dollars to be paid on January 1, and one hundred seventy-five (\$175) dollars to be paid on July 1 of each year.

B. Effective January 1, 1981, all Fire Officers shall receive three hundred and ninety dollars (\$390) per year for a clothing allowance; one hundred ninety-five (\$195) to be paid on January 1 and one hundred ninety-five dollars (\$195) to be paid on July 1 of each year.

ARTICLE XVIII TERMINAL LEAVE

A. All Fire Officers shall receive a mandatory cash payment in lieu of time off the number of years of service to Jersey City based upon five (5) calendar days per year.

B. All Fire Officers shall have the option of taking as time off or cash payment, any unused Compensatory time, and any unused vacation to a maximum of the time to which a Fire Officer is entitled for his last two (2) years of service due them. If taken as cash, it shall be paid in accordance with the practice in effect on January 1, 1978.

C. All Fire Officers who retire after January 1, 1982, shall receive a mandatory cash payment in lieu of time off for any unused vacation time, to a maximum of the time to which the Fire Officer is entitled for his last two (2) years of service. In addition to the above, all Fire Officers shall receive a mandatory cash payment for all unused Compensatory time due them.

D. Except, However, if for any reason the City denies an employee a vacation period during his last two (2) years of active service, or if, for any reason relating to his employment an employee is prevented from taking a vacation period during his last two (2) years of active service, then, and in that event, the limitation placed on the City's obligation for payment of up to two (2) years vacation time as part of the terminal leave program as set forth above shall not be applicable, and said employee, upon retirement, shall be entitled to receive payment for all unused vacation time to which the employee is otherwise entitled without limitation.

E. Each officer shall receive no later than January 31st each year a written record of all time due them.

F. ESTATE: For the purpose of this agreement, any Fire Officer who dies and, prior to their death was eligible for retirement, shall be considered a retired employee and the estate of the deceased shall receive a lump sum payment of terminal leave in accordance with this Article.

ARTICLE XIX FUNERAL LEAVE

A. A death in the Fire Officer's immediate family shall not be charged against his compensatory time. Time off shall be given from the day of death up to and including the day after the funeral, not to exceed five (5) days. Immediate family shall be defined as follows: Mother, Father, Son, Daughter, Sister, Brother, Husband, Wife, Son-in-Law, Daughter-in-Law, Father-in-Law, Mother-in-Law, Sister-in-Law, Brother-in-Law, Grandparents, Spouse's grandparents, and Grandchildren and any other relative living in the household.

B. In the event of a Fire Officer's or the Fire Officer's spouse's aunt, uncle, niece or nephew, he shall suffer no loss of regular full time pay and be released from duty for the day of the funeral.

ARTICLE XX MILITARY LEAVE

A. Any employee ordered to active duty by a component of the United States Armed Forces shall be granted leave without pay for the period of such service.

B. The City hereby agrees to grant military leave for ANACDUTRA to any employee in accordance with New Jersey State Statutes.

C. All members of the National Guard or Reserves shall be granted time off with full pay to attend required drills. Such time off shall be in addition to vacation, sick, and administrative leave. The Director may, however, reschedule an employee's hours and days of work in order to enable the employee to attend drills and still fulfill all employment responsibilities without need for additional time off.

ARTICLE XXI REPRESENTATION OF FEE

A. Purpose of Fee
If a Fire Officer does not become a member of the Union on or after the execution of this Agreement, said employee will be required to pay a representation fee to the Union. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Amount of Fee
1. Notification
The Union will notify the City in writing of the amount

of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the date of such legislative change.

C. Deduction and Transmission of Fee

1. Notification

Once during each year covered in whole or in part by this agreement, the Union will submit to the City a list of those Fire Officers who have not become members of the Union. The City will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule

The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks to each Fire Officer on the aforesaid list. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the City; or

- (b) 30 days after the Fire Officer begins his employment in a bargaining unit position.

3. Termination of Employment
If a Fire Officer who is required to pay a representation fee terminates his employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said Fire Officer during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union, as provided in Article VI of this Agreement.

5. Changes

The Union will notify the City in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the City will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XXII
TRANSFERS

- A. Transfers shall be made in accordance with the following procedure:

1. Permanent transfers shall be made on a seniority in rank basis and qualification.

2. Commencing in the month of September upon completion of Summer vacations the Department shall post in all installations on bulletin boards, once a year, all vacancies. Bidding shall take place for fifteen (15) days. The Department shall then process these bids, in no event shall it take eight (8) days to post these awards. The Department shall then post all vacancies created by the first round of bids by General Order which shall also contain the next date for the next round of bidding. The same procedure shall be followed as to bidding. The same procedure shall be followed for subsequent rounds. With respect to the picking of positions by Chief Officers there shall be three rounds, with respect to the picking by Captains and Lieutenants there shall be six (6) rounds. Captain, Lieutenant alternately.
3. Physical transfers of Officers, in accordance with this procedure, shall take place at the beginning of the next tour following January 1.
4. If a Fire Officer is assigned to a special detail or an appointed position, the vacancy created by the assignment shall be filled on a temporary basis (up to one (1) year). Upon termination of assignment or appointment the Fire Officer involved shall have the right to return to his original assignment for up to one (1) year from date of appointment or thereafter, to any assignment or appointment made available by the Fire Department.
5. Involuntary transfers shall be made only for good cause.

B. The City shall not require a Fire Officer to order the use of, direct the use of, or man hose streams or any other devices or appliances, or to take part actively in the quelling of any civil disorder.

C. In addition to the Police Functions enumerated in this Article, no Officer shall be required to order the closing of fire hydrants where there is a possibility of physical injury to himself or Fire Fighters.

ARTICLE XXIV GRIEVANCE PROCEDURE

A. The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Union and Fire Officers as quickly as possible, so as to insure efficiency and promote Fire Officers' morale.

B. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City.

C. The following constitutes the sole and exclusive method for resolving grievances between the parties:

1. (a) An aggrieved employee shall institute action under the provisions hereof within thirty (30) days after grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within said periods set forth above shall be deemed to constitute an abandonment of the grievance.

(b) The immediate Supervisor shall render a decision in writing within five (5) days after receipt of the grievance.

2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union and sub-

ARTICLE XXIII POLICE DUTIES

- A. Fire Officers shall not be required to perform any Police duties except in the issuance of summons in accordance with N.J.S.A. 40A:14-30.

mitted to the Fire Chief, or any person designated by him within five (5) days following the determination by the immediately supervisor, and the answer to such grievance shall be made in writing with a copy to the Union within five (5) days following submission.

3. If the grievance is not settled at Steps 1 and 2, then the Union shall have the right to submit such grievance to the Director of Fire and Safety Services within five (5) days following the determination of Step 2. A written answer to said grievance shall be served upon the individual and the Grievance Committee within ten (10) days after submission.

4. (a) If the grievance is not settled through Steps 1, 2, and 3, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination of Step 3. An Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of Step 3. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in processing the matter to arbitration at this point.

(c) The Arbitration shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the Arbitrator shall be borne equally between the City and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties.

D. The Union President, or his authorized representative, may report an impending grievance to the Director of Fire and Safety Services in an effort to forestall its occurrence.

E. Since adequate grievance procedures are provided in this Agreement, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Fire Department.

F. Nothing contained herein shall prevent any Fire Officer from processing his own grievance, provided the grievance committee may be present as observer at any hearing on the individual's grievance.

G. Any Officer who has been found to have violated the rules of the Department, shall have such record of disciplinary action expunged from any further determinations against him by the Department for having violated its rules within the next five (5) succeeding years. This shall apply to Fire Department records only.

(c) The Tuition Reimbursement

ARTICLE XXV TUITION REIMBURSEMENT

A. When funds become available the Business Administrator agrees to designate two (2) people, and the Union agrees to designate two (2) people who shall constitute a tuition reimbursement committee. This committee shall be charged with establishing equitable criteria for the administration of the program.

All courses taken must be applicable towards a degree in their profession and passing grades are required for tuition reimbursement consideration.

ARTICLE XXVI CREW REQUIREMENTS

A. The City will maintain full quotas of Fire Officers at all levels of command to insure proper operation of the Fire Department whenever possible.

B. The City agrees that in order to effectively run a Fire Department the maintenance of certain institutions are in the best interests of the City. Therefore, the City agrees that it shall endeavor to maintain a Training School, Signal Alarm Operators Division, Fire Prevention and Hotel Bureau, Repair Shop, Hose Shop, Division of Medical Services, Community Relations Bureau, and Research and Planning and necessary and proper clerical positions staffed with uniformed Fire Fighters and Fire Officers as necessary.

C. Any Officer permanently assigned to such detail who is reassigned therefrom due to a contraction of the work force shall be placed on a preferential reassignment list, and returned to detail in the event of a vacancy.

D. Current work hours shall be as established in this agreement.

ARTICLE XXVII EARLY RELIEF

A. Fire Officers shall be entitled up to one (1) hour early relief upon the arrival of his relief man.

ARTICLE XXVIII ACTING APPOINTMENTS

A. The practice of appointing employees to higher ranks in an acting capacity is discouraged and it is agreed that such higher ranks shall be filled as soon as possible, as provided by law.

B. A Fire Officer serving in any acting capacity will immediately receive the full pay of the rank in which he is acting, only after the completion of a full tour.

A. The following formula shall be used to compute the number of calendar days:

1. An Officer who works a single tour shall receive credit of one (1) calendar day.
2. An Officer who works more than one continuous tour shall receive two (2) calendar days credit for each tour worked.

ARTICLE XXIX APPLICABLE LAWS

A. The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify applicable provisions of New Jersey State laws.

B. Employees shall retain all civil rights under New Jersey State Law and under Federal Law consistent with their duties as Fire Officers.

C. Employees shall retain all retirement and pension rights under New Jersey State Law and under Ordinances of the City of Jersey City.

ARTICLE XXX EMPLOYEES AFFECTED

A. This Agreement shall be in effect and the benefits thereof shall apply (unless otherwise noted) to all fire Officers who are on the payroll and employed by the City of Jersey City on January 1, 1980, or in the case of death to their estates.

ARTICLE XXXI CHANGES, SUPPLEMENTS OR ALTERATIONS

A. Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree, in writing.

ARTICLE XXXII SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXIII FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE XXXIV FACILITIES MAINTENANCE

A. The City agrees that it is in the best interest of all parties concerned that they maintain facilities where Fire Officers are employed in the highest manner as to sanitation, cleanliness, and repair. This does not include present committee (i.e. maintenance) work carried out by Fire Fighters.

B. IAFF, Local 1064, shall be permitted to maintain offices at 139 South Street. However, if the City deems it necessary to sell or utilize said building for other purposes, IAFF, Local 1064, shall be provided with comparable office space.

C. The Jersey City Firemen's Federal Credit Union shall be permitted to maintain offices at 666 Summit Avenue. However, if the City deems it necessary to sell or utilize said building for other purpose, the Jersey City Firemen's Federal Credit Union shall be provided with comparable office space.

A. All new facilities shall be equipped with exhaust ventilation systems for the apparatus floor.

ARTICLE XXXV LINEN SERVICES

A. The City shall provide linen services for all line Fire Officers, within the Fire Stations throughout the City.

ARTICLE XXXVI SAFETY & HEALTH COMMITTEE

A. The City shall appoint two (2) people and the Union shall appoint two (2) people which shall constitute the Safety & Health Committee.

B. The Safety & Health Committee shall be charged with improvement and implementation of the safety and health program.

C. The Safety & Health Committee shall meet quarterly at Fire Headquarters. There shall be no other organization permitted to participate without the consent of both the City and the Union.

**ARTICLE XXXVII
COMMENDATIONS & HONORABLE MENTIONS**

- A. It is the desire of the City of the Jersey City to award in a tangible way those of its Fire Officers who perform their duties in an exemplary fashion.
- B. Any Fire Officer earning the award of Honorable Mention shall receive two (2) days compensatory time off.
- C. Any Fire Officer receiving a Commendation shall receive one (1) compensatory day off.
- D. The President of the Union shall designate one Fire Officer to the Department Awards Committee.
- E. The City and the Union, during the first week in December, shall choose a "Fire Officer of the Year" (Award) for his or her actions above and beyond the call of duty to the City of Jersey City and the Jersey City Fire Department. With this Award and distinction, said Fire Officer shall receive an additional two (2) compensatory days off, above and beyond any time off received for his or her previous actions.
- F. The City shall provide a laminated ID card indicating that the Fire Officer is retired from the Jersey City Fire Department.

- B. There shall be two (2) types of hearings:
 - C. Formal Hearings
 - Formal hearing shall be held before a tribunal of officers. There shall be a transcript, tape or written, of all proceedings. A decision as to guilt shall be rendered within one (1) hour of the close of formal presentations.
 - D. The panel shall recommend to the Director of Fire a suitable punishment if found guilty.
- E. The Director of Fire shall have the final discretion as to the penalty, which must be rendered within thirty (30) days of the close of trial.
- F. Informal Hearings
 - Informal hearings shall be conducted by the Director of Fire, with the officer, and a Union representative present. There shall be no written or taped record of the proceedings. The officer retains the right to appeal as to the extent of the sentence to Civil Service, if applicable, or an arbitrator, but only to one.
- G. Written Reprimands
 - A written reprimand must be served upon the officer within five (5) days of the occurrence for which the reprimand is being given.
- H. The officer shall retain the right to appeal a written reprimand to the Director of Fire.

**ARTICLE XXXVIII
DISCIPLINARY HEARINGS**

- A. No hearing shall take place without the Union being first notified and the member must be given sufficient time to receive counsel, no less than five (5) days excluding weekends and holidays.
- B. Oral Reprimand
 - An oral reprimand shall be just what it implies. There shall be no written record, except in the Journal where assigned.

ARTICLE XXXIX
DISCHARGE & DISCIPLINE

A. No Fire Officer will be disciplined or discharged except for just cause. The question of just cause will specifically be subject to the Grievance Procedure of this Agreement.

B. No Fire Officer will be disciplined or called to a meeting that would result in discipline without a Union Representative present.

C. Disciplinary action with the exception of verbal warnings are to be presented on a "Disciplinary Action Form" with a copy made available to the Fire Officer at the time of discipline.

D. The City will notify the Union in writing of any discharge or suspension within three (3) days (excluding weekends and holidays) after the Fire Officer is discharged or suspended.

E. If a Fire Officer is discharged or suspended, he or she may elect to proceed to arbitration or Civil Service proceedings, but not both.

ARTICLE XXXX
DURATION OF AGREEMENT

A. This agreement will be effective as of January 1, 1980 and will terminate on midnight June 30, 1982. Bargaining for the next succeeding contract will commence in accordance with applicable State Statute and Rules of the Public Employment Relations Commission.

Any provision of this agreement may be changed, supplemented or altered provided both parties mutually agree in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey on this day of January, 1980.

JERSEY CITY FIRE OFFICERS
ASSOCIATION, LOCAL 1064.
IAFF, AFL-CIO-CLC

BY:

WILLIAM J. GRAHAM, President

VINCENT RAGAUCKAS, Vice President

WITNESS:

MICHAEL HERBERT, ESQ.

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

BY:

ROBERT HACKEL, Ass't Business Administrator

JOSEPH GIORGIO, Business Administrator

ATTEST:

FRANCIS X. HAYES, ESQ.